

IN THE COUNTY CIVIL COURT TARRANT COUNTY, TEXAS
CAUSE NO. 2022-006820-1
CASE NO. JP-5-22-E00033823

Erik Henderson

Counter-Plaintiff

v.

**LARKIN STREET HOMES, LLC dba/
DIVVY HOMES, INC.**

HOOVER SLOVACEK, LLP

RICHARD ALEXANDER BARCLAY

Counter-Defendants

_____ /

NOTICE OF REMOVAL PURSUANT TO 28 USC 1446

COMES NOW, Erik Henderson consumer natural person with a notice of removal pursuant to 28 USC 1446.

This is the courts notice that this case has been removed to UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF TEXAS and addition defendants added please see attached complaint.

CERTIFICATE OF SERVICE

I certify that I sent this notice of removal and added defendants certified mail to the following:

LARKIN STREET HOMES, LLC dba/
DIVVY HOMES, INC.

300 MONTGOMERY STREET SUITE 350
SAN FRANCISCO, CA 94104

HOOVER SLOVACEK, LLP
5051 WESTHEIMER, SUITE 1200
HOUSTN, TX 77056

RICHARD ALEXANDER BARCLAY
5051 WESTHEIMER, SUITE 1200
HOUSTN, TX 77056

Respectfully Submitted,

E. Henderson

Erik Henderson
4461 SHADY HOLLOW DRIVE
FORTH WORTH, TEXAS 76123

Ttrt.chief@gmail.com

January 26, 2023

CAUSE NO. 2022-006820-1

LARKIN STREET HOMES, LLC	§	IN THE COUNTY CIVIL COURT
	§	
	§	
V.	§	AT LAW NUMBER ONE (1)
	§	
ERIK HENDERSON AND	§	
ALL OCCUPANTS	§	TARRANT COUNTY, TEXAS

FINAL JUDGMENT

BE IT REMEMBERED that on January 18, 2023, came on to be heard the above-entitled and numbered cause, and LARKIN STREET HOMES, LLC ("Plaintiff") appeared before the Court and announced ready for trial, and ERIK HENDERSON AND ALL OCCUPANTS ("Defendant") also appeared before the Court and announced ready for trial. All matters of fact and things in controversy were submitted to the Court, and the case proceeded to trial.

The Court, after considering the pleadings on file, the evidence presented at trial, and the arguments of the parties, is of the opinion and finds that:

- (1) Plaintiff is the owner and landlord of and Defendant is the tenant of the leased premises located within Tarrant County, Texas at **4461 Shady Hollow Drive, Fort Worth, Texas 76123** (the "Premises");
- (2) Plaintiff terminated Defendant's right to occupy the Premises;
- (3) Plaintiff made written demand upon Defendant to vacate same, which demand was received by Defendant as required by law;
- (4) Defendant is thereby guilty of forcible detainer;
- (5) Plaintiff is entitled to possession of the Premises from Defendant;
- (6) Plaintiff is entitled to recover any and all past-due rental amounts from Defendant;
- (7) Plaintiff is entitled to recover its costs of court from Defendant;
- (8) Plaintiff is entitled to recover its attorneys' fees from Defendant; and

- (9) Plaintiff is entitled to recover all monies deposited into the Court's Registry, if any, on behalf of Defendant as rental amounts in this matter as an offset to the Judgment awarded to Plaintiff herein.

It is therefore:

ORDERED, ADJUDGED, and DECREED that Plaintiff, LARKIN STREET HOMES, LLC, shall be and hereby are awarded possession of the Premises located in Tarrant County, Texas at **4461 Shady Hollow Drive, Fort Worth, Texas 76123** from Defendant, ERIK HENDERSON AND ALL OCCUPANTS; ~~Writ of Possession may issue on or after January , 2023~~ it is, further,

ORDERED, ADJUDGED, and DECREED that Defendant, ERIK HENDERSON, shall pay to Plaintiff, LARKIN STREET HOMES, LLC, \$30,000.00 in past-due rental amounts properly due and owing Plaintiff pursuant to the terms of the Lease, with interest thereon at the rate of 5% per annum from the date of this judgment until paid; it is, further,

~~ORDERED, ADJUDGED, and DECREED that Defendant, ERIK HENDERSON, shall pay to Plaintiff, LARKIN STREET HOMES, LLC, \$1,200.00 in attorneys' fees and litigation costs reasonably and necessarily incurred by the prosecution of this cause of action, pursuant to the terms of the Lease, with interest thereon at the rate of 5% per annum from the date of this Judgment until paid; it is, further;~~

ORDERED, ADJUDGED, and DECREED that Defendant, ERIK HENDERSON, shall pay to Plaintiff, LARKIN STREET HOMES, LLC, all of its taxable costs of court, together with post-judgment interest thereon at the rate of 5% per annum from the date of this judgment until paid; it is, further,

ORDERED, ADJUDGED, AND DECREED that the supersedeas bond to stay execution of this Judgment is hereby set at ~~\$30,000.00~~ ^{\$10,000.00}. Said bond to be either cash or corporate surety bond; It is further,

ORDERED, ADJUDGED, AND DECREED that MARY LOUISE NICHOLSON, COUNTY CLERK OF TARRANT County, Texas, shall disburse the amount of \$3,000.00, which has been paid into the Court's Registry by or on behalf of Defendant, plus any and all interest that has accrued, and that such funds be made payable to Plaintiff, "LARKIN STREET HOMES, LLC," by mailing same to the following:

HOOVER SLOVACEK, LLP

**Attn: Alex Barclay
5051 Westheimer, Suite 1200
Houston, Texas 77056**

ORDERED, ADJUDGED, AND DECREED that the Clerk of the Court issue all writs and processes, including but not limited to writs of possession and writs of execution, in aid of satisfaction of this Judgment.

This is a Final Judgment disposing of all issues and all parties, and all prior interlocutory orders of the Court in this cause are hereby made final, and this judgment is appealable.

ENTERED on January 18, 2023.

SIGNED on January 18, 2023.


JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

Respectfully submitted,

HOOVER SLOVACEK LLP

By: /s/ Richard Alexander Barclay

Richard Alexander Barclay

Texas Bar Number 24125110

5051 Westheimer, Suite 1200

Houston, Texas 77056

713/977-8686: Fax 977-5395

barclay@hooverslovacek.com

ATTORNEYS FOR PLAINTIFF

Hoover Slovacek LLP
5051 Westheimer Rd Ste 1200
Houston, TX 77056

USPS CERTIFIED MAIL



9214 8901 9403 8381 7200 32

RAB/RC 152437 60
ERIK HENDERSON AND ALL OCCUPANTS
4461 SHADY HOLLOW DR
FORT WORTH TX 76123-2927

*Received By
Regular Mail
7-10-22*

Client/Matter: 152437.60
Initials: RAB
Processor: RC

Postage: \$6.1300

RICHARD ALEXANDER BARCLAY
ATTORNEY
barclay@hooverslovacek.com

HOOVER SLOVACEK LLP

A REGISTERED LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW
GALLERIA TOWER II
5051 WESTHEIMER, SUITE 1200
HOUSTON, TEXAS 77056
(713) 977-8686
FAX (713) 977-5395

REPLY TO:
P.O. BOX 4547
HOUSTON, TEXAS 77210

July 7, 2022

Via CMRRR & First-Class Mail

Erik Henderson and All Occupants
4461 Shady Hollow Drive,
Fort Worth, Texas 76123

Re: Residential Lease Agreement executed on August 17, 2021 (the "Lease") by and between Erik Henderson and Larkin Street Homes, LLC (the "Owner") for real property commonly known as 4461 Shady Hollow Drive, Fort Worth, Texas 76123 (the "Property")

Dear Mr. Henderson and All Occupants:

As you are aware, the undersigned attorney and law firm represent the Owner with respect to the Lease. The purpose of this letter is to notify you of your default of the Lease and that the Owner is exercising its right to terminate your right to possession of the Property.

The Owner has become aware that you have violated the Lease because you have failed to pay rent timely and in full for the months of April 2022, May 2022, June 2022, and July 2022.

This conduct constitutes a violation of the Lease by you, including, but not limited to, the following:

- (1) Section (e) which provides that rent is to be paid in full without notice, demand, deduction, or set off;
- (2) Section (i) which provides that you must pay \$3,000.00 on or before the 1st day of each month; and
- (3) Section (j) which provides that you are in default if you fail to pay rent when due.

Due to your default of the Lease, your right to occupy the Property has been terminated. In the event you do not vacate the Property within three (3) days from the date of this letter, it is the Owner's intention to pursue the appropriate eviction action. In any such suit, the Owner will also seek recovery of attorneys' fees, court costs, expenses, and interest.

Nothing contained herein shall constitute an election or waiver of any rights or remedies which the Owner has; it is the Owner's intention to preserve all rights and remedies. Any delay or postponement in taking any action shall not constitute a waiver of the Owner's right to take such action at any time.

All further communication with respect to this matter should be directed to the undersigned. If you have any questions, contact me.

HOOVER SLOVACEK LLP

A handwritten signature in black ink, reading "R A Barclay". The signature is written in a cursive, flowing style with a large, stylized "R" and "A".

Richard Alexander Barclay

Hoover Slovacek LLP
5051 Westheimer Rd Ste 1200
Houston, TX 77056



9214 8901 9403 8381 7200 32

RAB/RC 152437 60
ERIK HENDERSON AND ALL OCCUPANTS
4461 SHADY HOLLOW DR
FORT WORTH TX 76123-2927

TX-WWH-7AF

*Received by Certified Mail
on 7-12-22*

Client/Matter: 152437.60
Initials: RAB
Processor: RC

CERTIFIED MAIL™

NORTH HOUSTON TX 773

Rec.
7-12-22

RICHARD ALEXANDER BARCLAY
ATTORNEY
barclay@hooverslovacek.com

HOOVER SLOVACEK LLP

A REGISTERED LIMITED LIABILITY PARTNERSHIP
ATTORNEYS AT LAW
GALLERIA TOWER II
5051 WESTHEIMER, SUITE 1200
HOUSTON, TEXAS 77056
(713) 977-8686
FAX (713) 977-5395

REPLY TO:
P.O. BOX 4547
HOUSTON, TEXAS 77210

July 7, 2022

Via CMRRR & First-Class Mail

Erik Henderson and All Occupants
4461 Shady Hollow Drive,
Fort Worth, Texas 76123

Re: Residential Lease Agreement executed on August 17, 2021 (the "Lease") by and between Erik Henderson and Larkin Street Homes, LLC (the "Owner") for real property commonly known as 4461 Shady Hollow Drive, Fort Worth, Texas 76123 (the "Property")

Dear Mr. Henderson and All Occupants:

As you are aware, the undersigned attorney and law firm represent the Owner with respect to the Lease. The purpose of this letter is to notify you of your default of the Lease and that the Owner is exercising its right to terminate your right to possession of the Property.

The Owner has become aware that you have violated the Lease because you have failed to pay rent timely and in full for the months of April 2022, May 2022, June 2022, and July 2022.

This conduct constitutes a violation of the Lease by you, including, but not limited to, the following:

- (1) Section (e) which provides that rent is to be paid in full without notice, demand, deduction, or set off;
- (2) Section (i) which provides that you must pay \$3,000.00 on or before the 1st day of each month; and
- (3) Section (j) which provides that you are in default if you fail to pay rent when due.

Due to your default of the Lease, your right to occupy the Property has been terminated. In the event you do not vacate the Property within three (3) days from the date of this letter, it is the Owner's intention to pursue the appropriate eviction action. In any such suit, the Owner will also seek recovery of attorneys' fees, court costs, expenses, and interest.

Nothing contained herein shall constitute an election or waiver of any rights or remedies which the Owner has; it is the Owner's intention to preserve all rights and remedies. Any delay or postponement in taking any action shall not constitute a waiver of the Owner's right to take such action at any time.

All further communication with respect to this matter should be directed to the undersigned. If you have any questions, contact me.

HOOVER SLOVACEK LLP

A handwritten signature in cursive script, reading "R A Barclay".

Richard Alexander Barclay

USPS CERTIFIED MAIL

Hoover Slovacek LLP
5051 Westheimer Rd Ste 1200
Houston, TX 77056



9214 8901 9403 8377 6882 47

RAB/RC 152437 60
ERIK HENDERSON
4461 SHADY HOLLOW DR
FORT WORTH TX 76123-2927

REC
5-29-22
REGULAR MAIL

Client/Matter: 152437.60
Initials: RAB
Processor: RC

RICHARD ALEXANDER BARCLAY
ATTORNEY

Barclay@hooverslovacek.com

HOOVER SLOVACEK LLP

A REGISTERED LIMITED LIABILITY PARTNERSHIP

ATTORNEYS AT LAW

GALLERIA TOWER II

5051 WESTHEIMER, SUITE 1200

HOUSTON, TEXAS 77056

(713) 977-8686

FAX (713) 977-5395

REPLY TO:
P.O. BOX 4547
HOUSTON, TEXAS 77210

May 25, 2022

Via CMRRR & First-Class Mail

Erik Henderson

4461 Shady Hollow Drive,

Fort Worth, Texas 76123

Re: Residential Lease Agreement executed on August 17, 2021 (the "Lease") by and between Erik Henderson, ("Tenant") and Larkin Street Homes, LLC (the "Landlord") for real property commonly known as 4461 Shady Hollow Drive, Fort Worth, Texas 76123 (the "Premises").

Dear Mr. Henderson:

The undersigned attorney and law firm represent the Landlord. The purpose of this letter is to notify you of your default and provide you with the opportunity to cure your default. Attached please find a notice which is given to you as required by applicable law.

You have failed to make timely payments pursuant to the Lease for the months of April 2022 and May 2022. You currently owe \$6,830.00 which consists of the following:

- (i) \$6,000.00 in monthly rent payments;
- (ii) \$830.00 in monthly option consideration payments; and
- (iii) \$0.00 interest.

Your failure to make your monthly payments constitutes a violation of the Lease including, but not limited to: (i) Section (e) which provides that rent is to be paid in full without notice, demand, deduction or setoff; (ii) Section (i) which provides that the Landlord must receive the Total Monthly Payment identified in the Lease on or before the first day of each month in advance; and (iii) Section (j) which provides that rent is to be paid on or before the first day of each month in advance and that the Tenant will be in default under the Lease

if the Tenant fails to comply with any of the terms and provisions of the Lease, including without limitation, any failure to pay rent when due.

In accordance with applicable law, you are hereby notified that unless the Tenant within the time period provided herein has cured Tenant's default, the Landlord: (i) intends to terminate your right to possession of the Premises and initiate an eviction proceeding in which Landlord will seek possession of the Premises; and (ii) may terminate the Lease or exercise any other rights or remedies provided to Landlord under the Lease or applicable law.

In order to cure this violation, you must pay the amount identified above within 30 days from the date of this letter. Please note that if you cure your default during the month of June 2022, you will also owe an additional amount of \$3,415.00 for the month of June 2022 and any applicable late charges depending on when payment is made.

As stated above, it is the Landlord's intention to reserve all rights and remedies. Any delay or postponement in taking any action shall not constitute a waiver of the Landlord's right to take such action at any time.

Unless, within thirty (30) days after your receipt of this notice, you dispute the validity of the amount identified in this notice, or any portion thereof, the Landlord will assume that this amount is valid. If you dispute the amount within thirty (30) days after receipt of this notice, the undersigned will obtain a verification of the amount and forward such verification to you. If this matter is not resolved, the undersigned has been retained by the Landlord to collect the debt on its behalf and any information the undersigned receives in connection with the debt will be used for collection purposes. If within thirty (30) days after receipt of this letter you fail to resolve this matter or pay the amount owed, the Landlord reserves the right to instruct the undersigned to take appropriate measures to collect the total sum due including, but not limited to, court costs, interest, expenses, and attorneys' fees.

All further communication with respect to this matter should be directed to the undersigned. If you have any questions, contact me.

Very truly yours,

HOOVER SLOVACEK LLP

RA Barclay
Richard Alexander Barclay

NOTICE

You are not complying with the terms of the contract to buy your property.

Unless you take the action specified in this notice within 30 days from the date of this notice, the Landlord, as seller, has the right to take possession of your property.